

**AMENDMENT**

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Berry Dunn McNeil & Parker, LLC d/b/a BerryDunn (hereafter called the "Contractor") that the contract on the subject of providing assistance with the development of uniform reporting requirements and business processes for specialized programs, effective February 1, 2015, is hereby amended effective November 1, 2016, as follows:

- 1. By deleting Section 4 (Contract Term) on page 1 of 7 of Amendment 2 of the base agreement, and substituting in lieu thereof the following Section 4:**

**4. Contract Term.** The period of the Contractor's performance shall begin on February 1, 2015 and end on October 31, 2017. The State and the Contractor have the option of renewing this contract for up to one (1) additional nine (9) month extension.

- 2. By deleting Attachment C (Standard State Provisions for Contracts) on pages 8 through 12 of Amendment 1 of the base agreement, and substituting in lieu thereof the following Attachment C beginning on page 2:**

- 3. By deleting Section 8 on pages 1 and 2 of the base agreement and substituting in lieu thereof the following Section 8:**

- 8. Attachments.** This contract consists of 34-pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Customary State Contract provisions

Attachment E - Business Associate Agreement

Attachment F - Customary Contract Provisions of the Agency of Human Services

Appendix I – Required Forms

Exhibit A – Approved Task Orders under this Agreement

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment C
- 3). Attachment A
- 4). Attachment B
- 5). Attachment E
- 7). Attachment F
- 8). Other Attachments
- 9). Approved Task Orders under this Agreement

This amendment consists of 32 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#27881) dated February 2, 2015 shall remain unchanged and in full force and effect.

**STATE OF VERMONT, CONTRACT**

**PAGE 2 OF 51**

**DEPARTMENT OF VERMONT HEALTH ACCESS  
BERRY DUNN McNEIL & PARKER, LLC d/B/A BERRYDUNN**

**CONTRACT #27881  
AMENDMENT #3**

**STATE OF VERMONT**

**DEPARTMENT OF VERMONT HEALTH ACCESS**

**CONTRACTOR**

**BERRY DUNN McNEIL & PARKER, LLC**

\_\_\_\_\_  
Steven Costantino, Commissioner      Date

NOB 1 South, 280 State Drive  
Waterbury, VT 05671-1010  
Phone: 802-241-0239  
Email: [Steven.Costantino@vermont.gov](mailto:Steven.Costantino@vermont.gov)

AHS/DVHA

\_\_\_\_\_  
CHARLIE K. LEADBETTER, PRINCIPAL      DATE

100 Middle Street, PO Box 1100  
Portland, ME 04104  
Phone: 207-541-2249  
Email: [CLeadbetter@BerryDunn.com](mailto:CLeadbetter@BerryDunn.com)

CONTRACTOR

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all

proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate



\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance

during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**25. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**27. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in

part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**29. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**30. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**31. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**32. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(Revised 7/1/16 - End of Standard Provisions)

**MODIFICATION OF CUSTOMARY PROVISIONS  
OF  
ATTACHMENT C OR ATTACHMENT F**

**1. The insurance requirements contained in Attachment C, Section 8 are hereby modified:**

*Professional Liability:* Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$2,000,000** per occurrence, and **\$2,000,000** aggregate.

**2. Reasons for Modifications:**

Attachment C, Section 8 is hereby modified to include professional liability insurance as mutually agreed and as stated in the base agreement.

**APPROVAL:**

\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

DATE: \_\_\_\_\_

*State of Vermont – Attachment D  
Revised AHS – 10-30-2010*

**STATE OF VERMONT, CONTRACT**

**DEPARTMENT OF VERMONT HEALTH ACCESS  
BERRY DUNN MCNEIL & PARKER, LLC d/B/A BERRYDUNN**

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**CONTRACT #27881  
AMENDMENT #3**

**Exhibit A - Approved Task Orders under this Agreement**

STATE OF VERMONT, CONTRACT FOR PERSONAL SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
BERRY DUNN MCNEIL & PARKER, LLC

PAGE 1 OF 2  
CONTRACT # 27881

**BerryDunn Group Contract #27881****Task Order 001**

<b>Task Title/Type of Activity:</b>	Project Planning and Project Management
<b>Responsible Fiscal Party - List Department(s):</b>	DVHA
<b>Amount Requested for Approval:</b>	\$89,440
<b>Affiliate Number/Internal Financial Information:</b>	
<b>Funding Source:</b>	Task 1 (cover project mgmt. activities, no additional money will be paid out of task). Task 11-416 hours @215 per hour = \$89,440 (will cover additional hours, ad hoc funding).
<b>Effective Dates:</b>	4/1/2015-9/30/2015
<b>Project Contact Information:</b>	Ashley Berliner

**1. Scope of Work**

This is a Task Order between the State of Vermont, Department of Vermont Health Access (hereafter called "State") and BerryDunn (hereafter called "Contractor"). This Task Order is entered into in accordance with Contract No. 27881 dated 2/1/2015 (the "Contract"), between the State and Contractor. The parties acknowledge and agree that this Task Order is subject to and shall be incorporated in and become a part of the Contract. This Task Order shall not in any way amend, conflict with or supersede the original Contract. For purposes of this Task Order, the terms and conditions of Attachment C, Attachment A and Attachment B of the Contract, in that order, shall take precedence and supersede in the event of any ambiguity, conflict or inconsistency with the provisions in this Task Order, including any attachments hereto. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Contract.

**TASK 11 - Ad Hoc****Project Planning and Management**

This Task Order implements both Task 1 and Task 11 in the Contract between the parties. The purpose of this specific Task Order is for the Contractor to complete project management tasks as noted below in Section 2. The Project Management tasks involve project planning and ongoing project management throughout the duration of the contract in order to support the construction of the future Medicaid Management Information System (MMIS). More specifically, the Project Management Task supports analyzing program specifications for Specialized Programs in the State of Vermont funded by the Medicaid Program through the Department of Children and Families, the Department of Mental Health, The Department of Aged and Independent Living, The Department of Health and the Department of Corrections. By the terms "program specifications" the parties mean data elements including, but not limited to, data collection, claiming data, coding data, integrated eligibility elements, and generally how each of these Departments uses the current MMIS system to pay for program costs. With this "program specification" information, DVHA will use this information to build a new MMIS system. To perform the project management tasks in Section 2, the parties agree that the Project Planning and Management Tasks will comprise the following hours, in the following months:

Month	Added Hours
April	96
May	96
June	56
July	56
August	56
September	56



DEPARTMENT OF VERMONT HEALTH ACCESS  
BERRY DUNN MCNEIL & PARKER, LLC D/B/A BERRYDUNN

CONTRACT #27881  
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STATE OF VERMONT, CONTRACT FOR PERSONAL SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
BERRY DUNN MCNEIL & PARKER, LLC

PAGE 2 OF 2  
CONTRACT #27881

**2. Deliverables**

The hours in Section 1 above will be used by the Contractor to perform all the following deliverables for this task order.

1. Inputs into Project Scope Statement, Updated Project Management Plan, Updated Weekly Project Schedule
2. Change Requests (as appropriate)
3. Updated State SharePoint site
4. Weekly Project Status Reports and Meetings, Updated Action Items Log on State SharePoint
5. Updated Risk and Issue Logs on SharePoint, Monthly Watch List Item, Risk, and Issue Meeting (as needed)
6. Inputs into Stakeholder Register by Project Phase, Inputs into Subject Matter Expert Register by Project Task
7. Inputs into Integration/Coordination Matrix, Inputs into Strategy for Integration of SPP, Inputs into Other HSE Projects

**3. Payment Provisions**

DVHA agrees that for the deliverables in Section 2, it will pay the Contractor the following amounts, based on the hours performed and the rates listed below:

Month	Added Hours	Hourly Rate*	Total Cost
April	96	\$215	\$20,640
May	96	\$215	\$20,640
June	56	\$215	\$12,040
July	56	\$215	\$12,040
August	56	\$215	\$12,040
September	56	\$215	\$12,040
Total Cost	416 hours @ 215 per hour =		\$89,440

\*Hourly Rate is \$215 inclusive of all out-of-pocket expenses

DVHA will pay for services under this task order only as hours have been performed. The hours noted above are maximum amounts are not payable unless hourly work has been completed. The parties agree that the hourly rates include all obligations of DVHA under this Task Order. No travel, costs, materials may be billed by the Contractor. This task order may not exceed \$89,440, or 416 hours at a rate of \$215.00/hour.

**Approval:**

BerryDunn	Charlie K. Leadbetter, Principal	
Approval Signature	E-SIGNED by Charles Leadbetter on 2015-06-29 20:58:35 GMT	Date June 29, 2015
DVHA Business Lead:	Ashley Berliner	
Approval Signature	E-SIGNED by Ashley Berliner on 2015-07-01 12:43:34 GMT	Date July 01, 2015
DVHA Contract Administrator	Karen Wingate	
Approval Signature	E-SIGNED by Karen Wingate on 2015-07-01 14:48:00 GMT	Date July 01, 2015
Attorney General's Office	Jared Bianchi	
Approval Signature	E-SIGNED by Jared Bianchi on 2015-07-01 18:19:26 GMT	Date July 01, 2015

Comments: \_\_\_\_\_

\*Must be signed by all parties prior to commencement of work\*

**STATE OF VERMONT, CONTRACT**

**DEPARTMENT OF VERMONT HEALTH ACCESS  
BERRY DUNN MCNEIL & PARKER, LLC d/B/A BERRYDUNN**

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CONTRACT #27881  
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STATE OF VERMONT, CONTRACT FOR PERSONAL SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
BERRY DUNN MCNEIL & PARKER, LLC

PAGE 1 OF 3  
CONTRACT # 27881

**BerryDunn Group Contract #27881**  
**Task 11 – Ad Hoc - Task Order #001-A**

<b>Task Title/Type of Activity:</b>	Project Planning and Project Management
<b>Responsible Fiscal Party - List Department(s):</b>	DVHA
<b>Amount Requested for Approval:</b>	\$125,560.00
<b>Affiliate Number/Internal Financial Information:</b>	
<b>Funding Source:</b>	Task 1: covers project management activities, no additional money will be paid out of task. Task 11- Ad Hoc – TO #001-A: 584 hours @\$215 per hour = \$125,560 (to cover additional hours, ad hoc funding).
<b>Effective Dates:</b>	April 1, 2015 through December 31, 2015
<b>Project Contact Information:</b>	Ashley Berliner

**1. Scope of Work**

This is a Task Order between the State of Vermont, Department of Vermont Health Access (hereafter called "State") and BerryDunn (hereafter called "Contractor"). This Task Order is entered into in accordance with Contract No. 27881 dated 2/1/2015 (the "Contract"), between the State and Contractor. The parties acknowledge and agree that this Task Order is subject to and shall be incorporated in and become a part of the Contract. This Task Order shall not in any way amend, conflict with or supersede the original Contract. For purposes of this Task Order, the terms and conditions of Attachment C, Attachment A and Attachment B of the Contract, in that order, shall take precedence and supersede in the event of any ambiguity, conflict or inconsistency with the provisions in this Task Order, including any attachments hereto. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Contract.

**TASK 11 - Ad Hoc**

**Project Planning and Management**

This Task Order implements both Task 1 and Task 11 in the Contract between the parties. The purpose of this specific Task Order is for the Contractor to complete project management tasks as noted below in Section 2. The Project Management tasks involve project planning and ongoing project management throughout the duration of the contract in order to support the construction of the future Medicaid Management Information System (MMIS). More specifically, the Project Management Task supports analyzing program specifications for Specialized Programs in the State of Vermont funded by the Medicaid Program through the Department of Children and Families, the Department of Mental Health, The Department of Aged and Independent Living, The Department of Health and the Department of Corrections. By the terms "program specifications" the parties mean data elements including, but not limited to, data collection, claiming data, coding data, integrated eligibility elements, and generally how each of these Departments uses the current MMIS system to pay for program costs. With this "program specification" information, DVHA will use this information to build a new MMIS system. To perform the project management tasks in Section 2, the parties agree that the Project Planning and Management Tasks will comprise the following hours, in the following months:

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September	56

DEPARTMENT OF VERMONT HEALTH ACCESS  
BERRY DUNN MCNEIL & PARKER, LLC D/B/A BERRYDUNN

CONTRACT #27881  
AMENDMENT #3

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BERRY DUNN MCNEIL & PARKER, LLC

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October	56
November	56
December	56

## 2. Deliverables

The hours in Section 1 above will be used by the Contractor to perform all the following deliverables for this task order.

1. Inputs into Project Scope Statement, Updated Project Management Plan, Updated Weekly Project Schedule
2. Change Requests (as appropriate)
3. Updated State SharePoint site
4. Weekly Project Status Reports and Meetings, Updated Action Items Log on State SharePoint
5. Updated Risk and Issue Logs on SharePoint, Monthly Watch List Item, Risk, and Issue Meeting (as needed)
6. Inputs into Stakeholder Register by Project Phase, Inputs into Subject Matter Expert Register by Project Task
7. Inputs into Integration/Coordination Matrix, Inputs into Strategy for Integration of SPP, Inputs into Other HSE Projects

## 3. Payment Provisions

DVHA agrees that for the deliverables in Section 2, it will pay the Contractor the following amounts, based on the hours performed and the rates listed below:

Month	Added Hours	Hourly Rate*	Total Cost
April	96	\$215	\$20,640
May	96	\$215	\$20,640
June	56	\$215	\$12,040
July	56	\$215	\$12,040
August	56	\$215	\$12,040
September	56	\$215	\$12,040
October	56	\$215	\$12,040
November	56	\$215	\$12,040
December	56	\$215	\$12,040
Total Cost	584 hours @ \$215 per hour = \$125,560		

\*Hourly Rate is \$215 inclusive of all out-of-pocket expenses

DVHA will pay for services under this task order only as hours have been performed. The hours noted above are maximum amounts and are not payable unless hourly work has been completed. The parties agree that the hourly rates include all obligations of DVHA under this Task Order. No travel, costs, materials may be billed by the Contractor. This task order may not exceed \$125,560, or 584 hours at a rate of \$215.00/hour.

### Approval:

BerryDunn	Charles K. Leadbetter, Principal	
Approval Signature	E-SIGNED by Charles K. Leadbetter on 2015-10-06 11:29:33 GMT	Date October 06, 2015
DVHA Business Lead:	Ashley Berliner	
Approval Signature	E-SIGNED by Ashley Berliner on 2015-10-07 19:32:09 GMT	Date October 07, 2015
DVHA Contract Administrator	Susan Whitney	
Approval Signature	E-SIGNED by Susan Whitney on 2015-10-07 19:33:37 GMT	Date October 07, 2015

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Attorney General's Office	Michael Barber	
Approval Signature		Date October 07, 2015

Comments: \_\_\_\_\_

\*Must be signed by all parties prior to commencement of work\*

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CONTRACT # 27881**BerryDunn Group Contract #27881  
Task 11 Ad Hoc - Task Order 002**

<b>Task Title/Type of Activity:</b>	Unified Mental Health Services Implementation Plan
<b>Responsible Fiscal Party - List Department(s):</b>	DVHA
<b>Amount Requested for Approval:</b>	\$105,350
<b>Affiliate Number/Internal Financial Information:</b>	
<b>Funding Source:</b>	Task Order 002 requires 490 hours @ \$215.00 per hour = \$105,350 (additional funds not required)
<b>Effective Dates:</b>	9/21/2015 – 1/31/2016
<b>Project Contact Information:</b>	Ashley Berliner

**1. Scope of Work**

This is a Task Order between the State of Vermont, Department of Vermont Health Access (hereafter called "State") and BerryDunn (hereafter called "Contractor"). This Task Order is entered into in accordance with Contract No. 27881 dated 2/1/2015 (the "Contract"), between the State and Contractor. The parties acknowledge and agree that this Task Order is subject to and shall be incorporated in and become a part of the Contract. This Task Order shall not in any way amend, conflict with or supersede the original Contract. For purposes of this Task Order, the terms and conditions of Attachment C, Attachment A and Attachment B of the Contract, in that order, shall take precedence and supersede in the event of any ambiguity, conflict or inconsistency with the provisions in this Task Order, including any attachments hereto. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Contract.

**TASK 11 – Technical Assistance****Support for Development of a Unified Mental Health Services Implementation Plan**

The purpose of this Task Order is for the Contractor to assist the State with developing a Unified Mental Health Services Implementation Plan (hereafter called "Implementation Plan"), as required in Section E.314.2 of House Bill H.490 enacted by the State of Vermont General Assembly in the 2015 legislative session. The tasks involve performing project planning, developing an Implementation Plan template, supporting the State's development of the Implementation Plan, performing project closeout, and conducting research as needed. The parties agree to perform the tasks outlined in Section 2.

**2. Project Phases and Activities**

The Contractor will conduct the work to support this Task Order in three consecutive phases. In addition, the Contractor will perform ad hoc research in an ongoing manner as requested by the State to support other activities as described in this Task Order.

**Phase 1: Project Planning and Implementation Plan Template Development**

Phase 1 is comprised of the following six major activities.

**Activity 1: Develop and Submit Information Request Sheet**

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The Contractor will develop and submit an Information Request Sheet to obtain existing documentation relevant to this Task Order. All of the documentation obtained will be reviewed early in the project to support the development of the Implementation Plan Template.

**Activity 2: Conduct Initial Planning**

An initial planning meeting will be held with State Project Team Leads to discuss roles and responsibilities of Contractor and State Project Team members, involvement of other State staff and external stakeholders, the project approach, and next steps. Prior to the meeting, the Contractor will develop a high-level timeline of project activities for discussion during the meeting, incorporating edits as needed as a result of the review with the Project Team Leads.

**Activity 3: Develop Draft Implementation Plan Outline**

Based on feedback gathered during the initial planning meeting, best practices for developing an Implementation Plan, and the Contractor's experience, the Contractor will develop a draft Implementation Plan outline which will include example Implementation Plan sections to help guide discussions and information-gathering meetings.

**Activity 4: Facilitate Information-Gathering Sessions**

The Contractor will facilitate a series of information-gathering meetings with State Project Team members and key Department Staff to solicit input on sections, sub-sections, and other key information that should be included in the Implementation Plan. In addition, the Contractor will work with the State to identify the appropriate owners for each section and sub-section of the Implementation Plan so that the State may assign responsibilities and tasks accordingly.

**Activity 5: Develop Implementation Plan Template**

Information gathered during facilitated sessions and supporting research will be used to create a State-specific Implementation Plan Template (Deliverable 1) which will include all of the sections, sub-sections, and descriptions of what should be included in each section and sub-section.

**Activity 6: Develop Workplan**

The Contractor will hold follow-up meetings with State Project Team members and Department Staff to support development of an Implementation Plan Workplan (Deliverable 2). The workplan will include high level activities, timelines, and ownership for content development in each section and sub-section of the Implementation Plan.

*Summary of Phase 1 Deliverables: Implementation Plan Template (Deliverable 1); Implementation Plan Workplan (Deliverable 2)*

**Phase 2: Project Management and Other Support for Implementation Plan Development**

Phase 2 is comprised of the following four major activities.

**Activity 7: Provide Project Management Support**

The Contractor will provide Project Management support for all project phases. This will include overseeing the workplan developed as part of Activity 6, developing weekly status report updates that will serve as inputs into the Specialized Programs Project (SPP) status report, and providing support for Health Reform Oversight Committee (HRC) status meetings. The Contractor will ensure that State staff and other individuals responsible for developing implementation plan content are on track to complete their responsibilities according to the workplan, escalating risks or issues to the State Project Team Leads as needed.

**Activity 8: Coordinate and Facilitate Meetings**

In order to support the State's development of content for the Implementation Plan, the Contractor will coordinate and facilitate meetings with appropriate State staff to drive the process forward. Tasks will include development and distribution of an agenda at least 24 hours in advance of the meeting, development of other meeting materials as needed, and documentation and distribution of meeting notes.

**Activity 9: Collect and Standardize Implementation Plan Content**

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The Contractor will request that State Staff and Vendors (if applicable) send the content for their respective sections and sub-sections of the Implementation Plan (based on the workplan developed as part of Activity 6). The contractor will compile the content and edit for consistency in tone, formatting, and grammar to ensure the Implementation Plan is coherent.

**Activity 10: Update and Finalize Implementation Plan**

A draft version of the Implementation Plan will be developed and delivered to the State for review. The Contractor will meet with the State to review the draft and collect feedback. The Contractor will update the Implementation Plan based on feedback from the State and then deliver the final Implementation Plan (Deliverable 3). Additionally, the Contractor will assist with the development of materials for presentation of the Implementation Plan to the HRC.

*Summary of Phase 2 Deliverables: Implementation Plan (Deliverable 3)*

**Phase 3: Project Closeout**

Phase 3 is comprised of the following major project activity.

**Activity 11: Perform Project Closeout and Transition Responsibilities (As Needed)**

At the end of the project, the Contractor will develop a Project Closeout Presentation (Deliverable 4) and conduct a closeout meeting with State Project Team members. This will include ensuring all project deliverables and documentation are uploaded to the State's SharePoint site and that the State is aware of their location. The Contractor will ensure that a plan is developed and communicated to transition responsibilities to the State if any project activities remain open.

*Summary of Phase 3 Deliverables: Project Closeout Presentation (Deliverable 4)*

**Ongoing: Research and Other Support as Needed****Activity 12: Conduct Research and Other Support**

The Contractor will conduct research and provide other support throughout the project as needed and upon the State's request to assist State staff with development of the content for the Implementation Plan and/or to assess the feasibility of implementing components of the plan. Research may include delving deeper into specific topics, e.g., gathering external stakeholder feedback or analyzing technical or operational implications of potential implementation alternatives. In addition, at the State's request, the Contractor may interview other States to gain an understanding of unification models used by them and to capture lessons learned.

*Summary of Research and Support Deliverables: To be determined by the State and agreed upon by BerryDunn*

**3. Project Timeline by Activity**

The project timeline table includes the estimated months when the project activities will occur. During Phase 1 of the project, the Contractor will work with the State Project Team to schedule all activity and deliverable dates in support of delivering the final Implementation Plan (Deliverable 3) by January 1, 2016.

Activity	Month(s)
Activity 1: Develop and Submit Information Request Sheet	9/23/2015
Activity 2: Conduct Initial Planning	9/23/2015
Activity 3: Develop Draft Implementation Plan Outline	9/23/2015
Activity 4: Facilitate Information-Gathering Sessions	10/7/2015
Activity 5: Develop Implementation Plan Template	10/14/2015
Activity 6: Develop Workplan	10/21/2015
Activity 7: Provide Project Management Support	9/23/2015-1/27/2016
Activity 8: Coordinate and Facilitate Meetings	10/28/2015-12/9/2015
Activity 9: Collect and Standardize Implementation Plan Content	12/9/2015-12/16/2015

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Activity	Month(s)
Activity 10: Update and Finalize Implementation Plan	12/23/2015 -12/30/2015
Activity 11: Perform Project Closeout and Transition Responsibilities (As Needed)	1/6/2016 -1/27/2016
Activity 12: Conduct Research and Other Support	To Be Determined

4. **Contractor Personnel**

The personnel included in the table below will conduct the activities required to support this Task Order.

Personnel	Role
Charlie Leadbetter	Project Principal
Danielle Ewing	Engagement Manager
Nicolle Field	Project Manager/Lead Business Analyst
Keely Sayers	Business Analyst

5. **Project Hours by Phase**

Estimated hours by project phase are included in the table below.

Phase	Hours
Phase 1: Project Planning and Implementation Plan Template Development	150
Phase 2: Project Management and Other Support for Implementation Plan Development	280
Phase 3: Project Closeout	20
Ongoing: Research and Other Support as Needed	40
<b>Total</b>	<b>490</b>

6. **Payment Provisions**

DVHA agrees that for the activities and deliverables in Section 2, it will pay the Contractor the following amounts, based on the hours performed and the rates listed below:

Phase	Hours	Hourly Rate*	Total Cost
Phase 1: Project Planning and Implementation Plan Template Development	150	\$215	\$32,250
Phase 2: Project Management and Other Support for Implementation Plan Development	280	\$215	\$60,200
Phase 3: Project Closeout	20	\$215	\$4,300
Ongoing: Research and Other Support as Needed	40	\$215	\$8,600
<b>Total</b>	<b>490 hours @ \$215 per hour</b>		<b>\$105,350</b>

\*Hourly Rate is \$215 inclusive of all out-of-pocket expenses

DVHA will pay for services under this task order only as hours have been performed. The hours noted above are maximum amounts are not payable unless hourly work has been completed. The parties agree that the hourly rates include all obligations of DVHA under this Task Order. No travel, costs, materials may be billed by the Contractor. This task order may not exceed \$105,350, or 490 hours at a rate of \$215.00/hour.

Approval:

BerryDunn	Charlie Leadbetter, Principal		
Approval Signature	E-SIGNED by Charles K. Leadbetter on 2015-09-23 18:34:31 GMT	Date	September 23, 2015

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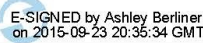
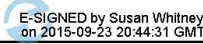
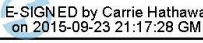
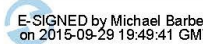
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DVHA Business Lead:	Ashley Berliner	
Approval Signature		Date September 23, 2015
DVHA Contract Administrator	Susan Whitney	
Approval Signature		Date September 23, 2015
DVHA Business Lead	Carrie Hathaway	
Approval		Date September 23, 2015
Attorney General's Office	Michael Barber	
Approval Signature		Date September 29, 2015

Comments: \_\_\_\_\_

\*Must be signed by all parties prior to commencement of work\*

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**BerryDunn Group Contract #27881  
Task 11 Ad Hoc - Task Order 002 – AMENDMENT 1**

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Berry Dunn McNeil & Parker, LLC, d/b/a BerryDunn, (hereafter called the "Contractor") that Task Order #002 of the contract on the subject of providing assistance with the development of uniform reporting requirements and business processes for specialized programs, effective February 1, 2015, is hereby amended effective March 17, 2016, as follows:

**By deleting Task Order #002 in its entirety and substituting in lieu thereof the following Task Order #002:**

<b>Task Title/Type of Activity:</b>	Unified Mental Health Services Implementation Plan
<b>Responsible Fiscal Party - List Department(s):</b>	DVHA
<b>Amount Requested for Approval:</b>	\$24,768
<b>Affiliate Number/Internal Financial Information:</b>	
<b>Funding Source:</b>	Task Order 002 requires 115.2 hours @ \$215.00 per hour = \$24,768 (additional funds not required)
<b>Effective Dates:</b>	9/21/2015 – 1/31/2016
<b>Project Contact Information:</b>	Ashley Berliner

**1. Scope of Work**

This is a Task Order between the State of Vermont, Department of Vermont Health Access (hereafter called "State") and BerryDunn (hereafter called "Contractor"). This Task Order is entered into in accordance with Contract No. 27881 dated 2/1/2015 (the "Contract"), between the State and Contractor. The parties acknowledge and agree that this Task Order is subject to and shall be incorporated in and become a part of the Contract. This Task Order shall not in any way amend, conflict with or supersede the original Contract. For purposes of this Task Order, the terms and conditions of Attachment C, Attachment A and Attachment B of the Contract, in that order, shall take precedence and supersede in the event of any ambiguity, conflict or inconsistency with the provisions in this Task Order, including any attachments hereto. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Contract.

**TASK 11 – Technical Assistance**

**Support for Development of a Unified Mental Health Services Implementation Plan**

The purpose of this Task Order is for the Contractor to assist the State with developing a Unified Mental Health Services Implementation Plan (hereafter called "Implementation Plan"), as required in Section E.314.2 of House Bill H.490 enacted by the State of Vermont General Assembly in the 2015 legislative session. The tasks involve performing project planning, developing an Implementation Plan template, supporting the State's development of the Implementation Plan, performing project closeout, and conducting research as needed. The parties agree to perform the tasks outlined in Section 2.

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2. **Project Phases and Activities**

The Contractor will conduct the work to support this Task Order in three consecutive phases. In addition, the Contractor will perform ad hoc research in an ongoing manner as requested by the State to support other activities as described in this Task Order.

**Phase 1: Project Planning and Implementation Plan Template Development**

Phase 1 is comprised of the following six major activities.

**Activity 1: Develop and Submit Information Request Sheet**

The Contractor will develop and submit an Information Request Sheet to obtain existing documentation relevant to this Task Order. All of the documentation obtained will be reviewed early in the project to support the development of the Implementation Plan Template.

**Activity 2: Conduct Initial Planning**

An initial planning meeting will be held with State Project Team Leads to discuss roles and responsibilities of Contractor and State Project Team members, involvement of other State staff and external stakeholders, the project approach, and next steps. Prior to the meeting, the Contractor will develop a high-level timeline of project activities for discussion during the meeting, incorporating edits as needed as a result of the review with the Project Team Leads.

**Activity 3: Develop Draft Implementation Plan Outline**

Based on feedback gathered during the initial planning meeting, best practices for developing an Implementation Plan, and the Contractor's experience, the Contractor will develop a draft Implementation Plan outline which will include example Implementation Plan sections to help guide discussions and information-gathering meetings.

**Activity 4: Facilitate Information-Gathering Sessions**

The Contractor will facilitate a series of information-gathering meetings with State Project Team members and key Department Staff to solicit input on sections, sub-sections, and other key information that should be included in the Implementation Plan. In addition, the Contractor will work with the State to identify the appropriate owners for each section and sub-section of the Implementation Plan so that the State may assign responsibilities and tasks accordingly.

**Activity 5: Develop Implementation Plan Template**

Information gathered during facilitated sessions and supporting research will be used to create a State-specific Implementation Plan Template (Deliverable 1) which will include all of the sections, sub-sections, and descriptions of what should be included in each section and sub-section.

**Activity 6: Develop Workplan**

The Contractor will hold follow-up meetings with State Project Team members and Department Staff to support development of an Implementation Plan Workplan (Deliverable 2). The workplan will include high level activities, timelines, and ownership for content development in each section and sub-section of the Implementation Plan.

*Summary of Phase 1 Deliverables: Implementation Plan Template (Deliverable 1); Implementation Plan Workplan (Deliverable 2)*

**Phase 2: Project Management and Other Support for Implementation Plan Development**

Phase 2 is deleted in its entirety.

**Phase 3: Project Closeout**

Phase 3 is deleted in its entirety.

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**Ongoing: Research and Other Support as Needed**

Ongoing Research and Other Support as Needed is deleted in its entirety.

**3. Project Timeline by Activity**

The project timeline table includes the estimated months when the project activities will occur. During Phase 1 of the project, the Contractor will work with the State Project Team to schedule all activity and deliverable dates in support of delivering the final Implementation Plan (Deliverable 3) by January 1, 2016.

Activity	Month(s)
Activity 1: Develop and Submit Information Request Sheet	9/23/2015
Activity 2: Conduct Initial Planning	9/23/2015
Activity 3: Develop Draft Implementation Plan Outline	9/23/2015
Activity 4: Facilitate Information-Gathering Sessions	10/7/2015
Activity 5: Develop Implementation Plan Template	10/14/2015
Activity 6: Develop Workplan	10/21/2015

**4. Contractor Personnel**

The personnel included in the table below will conduct the activities required to support this Task Order.

Personnel	Role
Charlie Leadbetter	Project Principal
Danielle Ewing	Engagement Manager
Nicolle Field	Project Manager/Lead Business Analyst
Keely Sayers	Business Analyst

**5. Project Hours by Phase**

Estimated hours by project phase are included in the table below.

Phase	Hours
Phase 1: Project Planning and Implementation Plan Template Development	115.2
<b>Total</b>	<b>115.2</b>

**6. Payment Provisions**

DVHA agrees that for the activities and deliverables in Section 2, it will pay the Contractor the following amounts, based on the hours performed and the rates listed below:

Phase	Hours	Hourly Rate*	Total Cost
Phase 1: Project Planning and Implementation Plan Template Development	115.2	\$215	\$24,768
<b>Total</b>	<b>115.2 hours @ \$215 per hour</b>		<b>\$24,768</b>

\*Hourly Rate is \$215 inclusive of all out-of-pocket expenses

DVHA will pay for services under this task order only as hours have been performed. The hours noted above are maximum amounts are not payable unless hourly work has been completed. The parties agree that the hourly rates include all obligations of DVHA under this Task Order. No travel, costs, materials may be billed by the Contractor. This task order may not exceed \$24,768, or 115.2 hours at a rate of \$215.00/hour.

**Approval:**

**STATE OF VERMONT, CONTRACT**

**DEPARTMENT OF VERMONT HEALTH ACCESS  
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BerryDunn	Charlie Leadbetter, Principal	
Approval Signature	E-SIGNED by Charlie Leadbetter on 2016-03-18 14:44:59 GMT	Date March 18, 2016
DVHA Business Lead:	Ashley Berliner	
Approval Signature	E-SIGNED by Ashley Berliner on 2016-03-21 13:42:35 GMT	Date March 21, 2016
DVHA Contract Administrator	Susan Whitney	
Approval Signature	E-SIGNED by Susan Whitney on 2016-03-21 18:33:36 GMT	Date March 21, 2016
Attorney General's Office	Michael Barber	
Approval Signature	E-SIGNED by Michael Barber on 2016-03-22 14:43:03 GMT	Date March 22, 2016

Comments: \_\_\_\_\_

\*Must be signed by all parties prior to commencement of work\*

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**BerryDunn Group Contract #27881  
Task Order 003**

<b>Task Title/Type of Activity:</b>	Project Planning and Project Management
<b>Responsible Fiscal Party - List Department(s):</b>	DVHA
<b>Amount Requested for Approval:</b>	\$215,000
<b>Affiliate Number/Internal Financial Information:</b>	
<b>Funding Source:</b>	Task Order 003 requires 1,000 hours @ \$215.00 per hour = \$215,000 (additional funds not required)
<b>Effective Dates:</b>	March 17, 2016 to July 31, 2016
<b>Project Contact Information:</b>	Ashley Berliner

**1. Scope of Work**

This is a Task Order between the State of Vermont, Department of Vermont Health Access (hereafter called "State") and BerryDunn (hereafter called "Contractor"). This Task Order is entered into in accordance with Contract No. 27881 dated 2/1/2015 (the "Contract"), between the State and Contractor. The parties acknowledge and agree that this Task Order is subject to and shall be incorporated in and become a part of the Contract. This Task Order shall not in any way amend, conflict with or supersede the original Contract, as amended. For purposes of this Task Order, the terms and conditions of Attachment C, Attachment A and Attachment B of the Contract, as amended, in that order, shall take precedence and supersede in the event of any ambiguity, conflict or inconsistency with the provisions in this Task Order, including any attachments hereto. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Contract.

**TASK 11 - Ad Hoc**

**Business Progress Mapping and Information Gathering**

As a result of factors including initial business process mapping efforts and other activities occurring in the HSE environment (e.g., ongoing refinement of the HSE roadmap, cancellation of the IT procurements), the Specialized Programs Project (SPP) team decided it would be a more valuable use of the team and impacted Departments' time to focus on defining the as-is environment and capturing the high level vision of the to-be environment and the data elements required to support processes in that environment for the systems/tools in scope. As a result, a revised approach was developed and approved by key State project stakeholders on 3/3/16. This approach will leverage hours from Task 11 Technical and Other Assistance as needed and will shift unspent hours/dollars allocated to some deliverables in BerryDunn's Contract #27881 (including Task Orders 001-A and 002) to other deliverables that the SPP team [comprised of State, BerryDunn, and Pacific Health Policy Group (PHPG) members] believes will provide more value to the State at this point in time.

**Activities**

This task order is being developed to allow project activities to proceed as approved by the above noted State Project Stakeholders. BerryDunn will engage in the following high-level activities under this task order:

1. Orient new BerryDunn team members to the pertinent Specialized Programs and project goals, activities, business process mapping meeting structure and materials, deliverable format and expectations, etc. so that two teams can be working simultaneously to complete activities before the project end date.

Existing BerryDunn team members include:

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- Danielle Ewing, Project Manager
- Nicole Field, Lead Senior Business Analyst
- Julie Gauge, Senior Business Analyst

New team members may include:

- Michael Martel, Senior Business Analyst, BerryDunn
  - Amanda Findley, Business Analyst, BerryDunn
  - Sarah Baker, Business Analyst, BerryDunn
2. Hold preliminary meeting with each Department/Division/Program to validate the list of systems/tools, identify processes associated with the systems/tools, ensure as-is process mapping has not previously been performed, and identify SME's to participate in business process mapping sessions
  3. Develop and distribute business process mapping meeting materials to participants
  4. Schedule and facilitate business process mapping sessions
  5. Develop and submit draft sub-deliverables
    - A unique sub-deliverable will be created for each system/tool addressed to allow for incremental submission by BerryDunn and to ease the review process for SME's
    - Each sub-deliverable will include the approved content previously approved for as-is business processes by the State in the Deliverable Expectations Document
    - To-be business process information will be limited to the high-level narrative vision from SME's (one to two paragraphs) and the data elements SME's anticipate will be needed in the future environment to support reporting and other processes
  6. Incorporate feedback from Department SME's
  7. Aggregate sub-deliverables into a single deliverable at the Department level and submit in final

### ***Specialized Programs and Systems/Tools***

The Departments/Divisions/Programs in scope for this task order are:

- DMH AMH
- DMH CMH
- DAIL TBI
- DAIL ASD
- DAIL DDS
- VDH ADAP
- DCF CIS

The systems/tools in scope are those listed in Exhibit 3.3 of PHPG's Task 4 report, with the exception of the systems/tools for VDH HIV/AIDS and Ladies First as these programs were determined to be out of scope after completion of that report<sup>1</sup>.

Business process mapping and information gathering activities for these Programs and systems/tools will begin under this task order and continue under/dovetail with activities performed under the associated Amendment 2 to the Contract that is in development, should that amendment be approved. It is not expected that all Programs and systems/tools listed in this task order will be addressed under the task order; rather, BerryDunn will address as many as possible within the allotted hours.

---

<sup>1</sup> The list will be refined as activities progress, e.g., in the planning meeting with DMH AMH before beginning business process mapping sessions, it was identified that some of the systems/tools in the list were no longer maintained, some had different names, etc. The first activity that will occur with each Department/Division/Program is confirmation of the systems/tools that will be addressed in business process mapping sessions.

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STATE OF VERMONT, CONTRACT FOR PERSONAL SERVICES  
DEPARTMENT OF VERMONT HEALTH ACCESS  
BERRY DUNN MCNEIL & PARKER, LLCPAGE 3 OF 4  
CONTRACT #27881**2. Deliverables**

As described in the "Activities" section above, a unique sub-deliverable will be created for each system/tool addressed to allow for incremental submission by BerryDunn and to ease the review process for SME's. Based on initial assumptions, approximately 76 systems/tools remain in scope; therefore, approximately the same number of sub-deliverables may be developed. Sub-deliverables for each Department will be aggregated into a single deliverable when all systems/tools for that Department have been reviewed. Based on initial assumptions for the Departments and Programs listed in this task order, 3-4 aggregated deliverables are expected, i.e.:

- DMH Aggregate Business Process Document
- DAIL Aggregate Business Process Document
- VDH Aggregate Business Process Document
- DCF Aggregate Business Process Document (a separate deliverable may not be developed for DCF as at this time only one system/tool is in scope, and it has been deprioritized by the State)

Deliverables may change as activities progress and information is clarified, e.g., the final number of systems/tools, the degree of overlap between Programs, the number of processes associated with each system/tool, and the amount of time it will take to review the processes for the systems/tools.

**3. Payment Provisions**

Months	Added Hours	Hourly Rate*	Total Cost
March–July 2016	1,000	\$215	\$215,000

\*Hourly Rate is \$215 inclusive of all out-of-pocket expenses

Activities performed under this task order will be invoiced monthly to the State at an hourly rate of \$215, inclusive of all out-of-pocket expenses. BerryDunn will only charge the State for actual hours expended, and monthly invoices will include a description of the hours charged.

This task order may not exceed \$215,000, or 1,000 hours at a rate of \$215.00/hour.

Note: initial estimates are that each of the 76 systems/tools will have 3 processes associated with it, and it will take an average of 12 hours to complete each business process (estimate includes holding preliminary meeting with the Department, meeting preparation, etc.). Therefore, it is expected that approximately 27 systems/tools will be addressed with the 1,000 hours included in this task order. Deviations from these assumptions may impact the ability of BerryDunn to complete the activities outlined within the existing budget.

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BERRY DUNN MCNEIL &amp; PARKER, LLC

## Approval:

BerryDunn	Charlie Leadbetter	
Approval Signature	E-SIGNED by Charlie Leadbetter on 2016-03-18 14:45:33 GMT	Date March 18, 2016
DVHA Business Lead:	Ashley Berliner	
Approval Signature	E-SIGNED by Ashley Berliner on 2016-03-21 18:30:09 GMT	Date March 21, 2016
DVHA Contract Administrator	Susan Whitney	
Approval Signature	E-SIGNED by Susan Whitney on 2016-03-21 18:34:19 GMT	Date March 21, 2016
Attorney General's Office	Michael Barber	
Approval Signature	E-SIGNED by Michael Barber on 2016-03-22 14:44:38 GMT	Date March 22, 2016

Comments: \_\_\_\_\_

\*Must be signed by all parties prior to commencement of work\*

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**BerryDunn Group Contract #27881  
Task 11 – Ad Hoc - Task Order 003 – Amendment 1**

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the “State”) and Berry Dunn McNeil & Parker, LLC, d/b/a BerryDunn, (hereafter called the “Contractor”) that Task Order #003 of the contract on the subject of providing assistance with the development of uniform reporting requirements and business processes for specialized programs, effective February 1, 2015, is hereby amended effective June 17, 2016, as follows:

**By deleting Task Order #003 in its entirety and substituting in lieu thereof the following Amended Task Order #003:**

<b>Task Title/Type of Activity:</b>	Project Planning and Project Management
<b>Responsible Fiscal Party - List Department(s):</b>	DVHA
<b>Amount Requested for Approval:</b>	\$253,055
<b>Affiliate Number/Internal Financial Information:</b>	
<b>Funding Source:</b>	Task Order 003 requires 1,177 hours @ \$215.00 per hour = \$253,055 (additional funds not required)
<b>Effective Dates:</b>	March 17, 2016 to July 31, 2016
<b>Project Contact Information:</b>	Ashley Berliner

**1. Scope of Work**

This is a Task Order between the State of Vermont, Department of Vermont Health Access (hereafter called “State”) and BerryDunn (hereafter called “Contractor”). This Task Order is entered into in accordance with Contract No. 27881 dated 2/1/2015 (the “Contract”), between the State and Contractor. The parties acknowledge and agree that this Task Order is subject to and shall be incorporated in and become a part of the Contract. This Task Order shall not in any way amend, conflict with or supersede the original Contract, as amended. For purposes of this Task Order, the terms and conditions of Attachment C, Attachment A and Attachment B of the Contract, as amended, in that order, shall take precedence and supersede in the event of any ambiguity, conflict or inconsistency with the provisions in this Task Order, including any attachments hereto. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Contract.

**TASK 11 - Ad Hoc**

**Business Progress Mapping and Information Gathering**

As a result of factors including initial business process mapping efforts and other activities occurring in the HSE environment (e.g., ongoing refinement of the HSE roadmap, cancellation of the IT procurements), the Specialized Programs Project (SPP) team decided it would be a more valuable use of the team and impacted Departments’ time to focus on defining the as-is environment and capturing the high level vision of the to-be environment and the data elements required to support processes in that environment for the systems/tools in scope. As a result, a revised approach was developed and approved by key State project stakeholders on 3/3/16. This approach will leverage hours from Task 11 Technical and Other Assistance as needed and will shift unspent hours/dollars allocated to some

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deliverables in BerryDunn's Contract #27881 (including Task Orders 001-A and 002) to other deliverables that the SPP team [comprised of State, BerryDunn, and Pacific Health Policy Group (PHPG) members] believes will provide more value to the State at this point in time.

#### **Activities**

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- Nicolle Field, Lead Senior Business Analyst
- Julie Gauge, Senior Business Analyst

New team members may include:

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  - Amanda Findley, Business Analyst, BerryDunn
  - Sarah Baker, Business Analyst, BerryDunn
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BERRY DUNN MCNEIL & PARKER, LLC

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Approval:

BerryDunn	Charlie Leadbetter	
Approval Signature		Date June 20, 2016
DVHA Business Lead:	Ashley Berliner	
Approval Signature		Date June 17, 2016
DVHA Contract Administrator	Susan Whitney	
Approval Signature		Date June 17, 2016
Attorney General's Office	Michael Barber	
Approval Signature		Date June 20, 2016

Comments: \_\_\_\_\_

\*Must be signed by all parties prior to commencement of work\*